



Administrative Office of the Courts

Request for Proposals 09-05 **AOC ISD** **PMO Enterprise Implementation**

STATE OF WASHINGTON

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Request for Proposals Information

Project Title:	ISD Business Planning and Governance
Procurement Website:	http://www.courts.wa.gov/procure/
Estimated Contract Period:	01/14/2009 through 06/30/2009 Amendments extending the period of performance, if any, shall be at the sole discretion of the AOC.
Proposal Due Date:	All Proposals, whether mailed or hand-delivered, must arrive by the date/time listed in the RFP Schedule below. Faxed bids WILL NOT be accepted.
RFP Coordinator:	John E. Bell, Contracts Manager Administrative Office of the Courts 1206 Quince Street SE P.O. Box 41170 Olympia, WA 98504-1170 Phone: (360) 704-4029 E-Mail: John.Bell@courts.wa.gov
Submit Proposal To:	RFP Coordinator

I. RFP Schedule

RFP Released.....	11/26/08
Last date for questions regarding RFP.....	12/04/08
Proposals due 5:00 PM Pacific Daylight Time.....	12/16/08
Successful Vendors announced.....	12/19/08
Vendors Onsite.....	01/14/09
Expected Contract end date.....	06/30/09

II. Executive Summary

The Administrative Office of the Courts (AOC), on behalf of the Washington Courts, seeks to enter into a contract with a vendor partner who will provide industry best practice standards and methods, together with all professional services necessary to extend and mature project management capabilities to manage, direct, and oversee current and future IT initiatives directly and/or indirectly related to the Washington State Judicial Information System (JIS).

The Administrative Office of the Courts (AOC) through its Information Services Division (ISD) provides a range of technology products and services that support the automation needs of its customers (Courts, Justice Partners, and Internal AOC Stakeholders). The courts are provided network access, computer equipment and maintenance, custom application development and support, hands-on training, and full-time customer service.

The ISD currently supports:

- 16,000+ Court Customers
- 8,000+ Third Parties (public/other agencies)
- Three AOC Business Divisions
- An average 1,200 service requests each month
- Ongoing support for 8 JIS systems
- Ongoing support for 50+ other systems

All technology work performed by the ISD is based on collaborative partnership, communication, and understanding of customer business needs coupled with the effective management and use of methods and processes to deliver products and services. Growing customer business demand and complexity reinforces the need for continuous improvement in how current and future IT initiatives are defined, managed, and delivered so JIS products and services align with delivering maximum business value to customers.

Recognizing the need to improve the management of IT projects initiated to support the Washington State Judicial Information System (JIS), the Administrative Office of the Courts' (AOC), Information Services Division (ISD) implemented a 2007 initiative to establish a centralized Project Management Office (PMO) to coordinate the development of the ISD's project management capabilities. The PMO by design is responsible for developing and providing a consistent project management methodology and standardized project management tools. It is also responsible for institutionalizing a project governance process to ensure uniform oversight of all current and future IT project initiatives.

The targeted components necessary to continue the expansion and maturity of ISD's project management capabilities includes but is not limited to:

- Professional Services
- Project Management
- PMO Enterprise Build out and Implementation
- Governance Framework Optimization

- Portfolio Management Development
- Operational Plans

The AOC ISD seeks an organization that can be a strong strategic partner and collaborator to improve statewide management and oversight of IT initiatives and to ensure that industry tested standards and methods are employed consistently. Technology products and services delivered by ISD are mission critical to the success of our customers, and in order for this project to be successful, the ISD and the Vendor will need to establish and maintain a constructive relationship to satisfy all the requirements associated with this procurement.

This engagement will be considered successful if at a minimum it achieves the following:

- To have a fully deployed project management office that has mature and extensive functionality that is inclusive of all methodology, processes, and tools necessary to deliver technology products and services with a high level success.
- To have seamless integration between JIS Governance and IT Service delivery that ensures enterprise alignment in planning and support.
- Establishment of a JIS-wide prioritization process that objectively and continuously evaluates project initiatives to ensure value from targeted investments is achieved.
- An operational plan that is executable over a fixed period of time to enable full PMO enterprise implementation with an integrated and optimized governance structure and supporting portfolio management framework.

III. Background

A. Washington Courts Profile

The Washington Courts operate in a decentralized, non-unified court environment. While all of the courts operate within the same statutory framework and under the same general court rules, there are degrees of variation in the level and types of services provided, the administrative procedures and practices, and the division of labor and responsibilities among the various local justice system agencies. In supporting the appellate and trial courts, the JIS has served to provide a high level of data consistency and coordination across all courts and, to a certain extent, dampen the level of business process variation across courts.

For more information on the Washington Courts, go to www.courts.wa.gov.

B. AOC Profile

The Administrative Office of the Courts (AOC) is a department of the Washington State Supreme Court. Established by state statute in 1957, the mission of the AOC is to advance the efficient and effective operation of the Washington State judicial system.

The AOC carries out its mission through formulation of policy and legislative initiatives, court technology development, educational programs, and program support for 428 Washington judges and their staff. The AOC draws its employees from a wide range of professions including legal, information technology, research, education, and judicial administration.

C. JIS Profile

The Judicial Information System (JIS) is the primary information system for courts in Washington State. It provides case management automation to appellate, superior, limited jurisdiction and juvenile courts. Its two-fold purpose is: (1) to automate and support the daily operations of the courts, and (2) to maintain a statewide network connecting the courts and partner criminal justice agencies to the JIS database. The JIS serves as a statewide clearinghouse for criminal history information, domestic violence protection orders and outstanding warrants. The benefits of this approach are the reduction of the overall cost of automation and access to accurate statewide history information for criminal, domestic violence, and protection order history.

The principal JIS clients are judicial officers, court managers, and other court staff. The JIS also provides essential information to the Washington State Patrol, Department of Corrections, Office of the Secretary of State, Sentencing Guidelines Commission, Department of Licensing, local law enforcement agencies, and prosecutors. Other users include public defenders, the media, law firms, and the public.

The Judicial Information System Committee (JISC) governs the JIS. The JISC is established in the state court Judicial Information System Committee Rules (JISCR) and operates under those rules and [chapter 2.68 RCW](#). The JISC sets policy for the Judicial Information System and approves projects and priorities for court focused initiatives that the ISD supports. The JISC membership is comprised of representatives from around the state.

For more information on the JISC, go to:

<http://www.courts.wa.gov/jis/?fa=jis.display&theFile=jisGovernance>

D. ISD PMO Practice Profile

The PMO defines and maintains standards of process, generally related to project management, within the Information Services Division (ISD). The PMO is the source of documentation, guidance and metrics on the practice of project management and execution. It also provides customers (internal/external) with project management information and resources.

The PMO currently provides centralized support services on behalf of the ISD's CIO to coordinate logistics, business, and technical operations that may include but are not limited to:

- Budget and Finance

- Change Management
- Contracts
- Global Resource Management
- IT Portfolio Management
- Vendor Management

The PMO in its current phase of implementation serves as the ISD's key resource and knowledge repository for limited standards that define how projects are initiated, planned, executed, and completed.

Current technology platform is based on a Microsoft suite of products that defines the current technology portfolio. **Table 1** provides an overview of the current PMO technology portfolio

Table 1 – PMO Technology Portfolio

Application / Service	Description
MS Project Server 2007 (EPM)	<p>A server based product designed to address the work and people management aspects of project management. Project Standard 2007 provides tools for planning, managing, and communicating project information.</p> <p>Status: Product purchased and deployed, but not fully implemented.</p>
MS SharePoint 2007	<p>A server based solution to facilitate collaboration, provide content management features, implement business processes, and supply access to information that is essential to organizational goals and processes.</p> <p>Status: Product purchased, deployed, and scheduled for Q1-2009 implementation with initial release of expanded PMO tools including:</p> <ul style="list-style-type: none">• Workflow and process automation• Project Management lifecycle tools
MS Project 2007	<p>A client based application used as a software project management software program to assist project managers in developing plans, assigning resources to tasks, tracking progress, managing budgets and analyzing workloads.</p> <p>Status: Product purchased, deployed, and implemented as the default standard for creating work plans and leveraging as a key instrument for managing IT projects.</p>

IV. Minimum Qualifications

To be eligible for an award, Vendor's must first meet the minimum qualifications listed below. Proposals from Vendors that do not meet the minimum qualifications will be considered non-responsive and will be eliminated from further review.

1. A defined Methodology and Approach strategy to providing the services requested.
2. Have three (3) or more years experience in delivering similar services for private and/or public sector organizations.
3. Proven ability to provide expert level consulting and guidance to deliver requested services.
 - Project Management
 - PMO Enterprise Build out and Implementation
 - IT Governance
 - Portfolio Management
4. Demonstrate the capacity to provide full time on-site staff to the planning and implementation of requested services for the full life of the project.
5. Evidence of financial stability by providing an overview on financial statements, along with audited financial statements for the last three (3) years that have been prepared by an independent third party.
6. Qualifications of the resource(s) that will be made available as the project team to deliver the services requested.
7. Names, addresses, and telephone numbers of three (3) non-vendor owned business references.
8. Be compliant with the Washington statutes regarding contracting with current or former state employees pursuant to Chapter 42.52 of the Revised Code of Washington (RCW).

V. Procurement Goals

The ISD is seeking an integrated solution that includes professional services, standards, and methods to extend and mature an existing PMO that embraces Project Management Institute (PMI) guidelines and delivers on the ISD PMO's overall framework strategy (See Section VII, Appendix C); Optimizes the current IT Governance Framework; Develops a new Enterprise Portfolio Management Process; Enhances automated workflow and tools and defines an operational plan that enables tactics supporting best practice standards and methods for project management.

The goals of this project include, but are not limited to:

Professional Services Goals

- Provide Project Management Oversight for entire engagement.
- Provide expert level domain experience in the following areas:
 - Project Management
 - PMO Enterprise Build out and Implementation
 - Methods
 - Process

- Tools
 - IT Governance Models
 - Enterprise Portfolio Management
- Deliver actionable recommendations, solutions, and artifacts in support of:
 - The ISD PMO's framework strategy
 - Expanding and continuing the maturation of ISD project management practices
 - Methods that support a fully defined and executable project management life cycle
 - Detail processes that enable consistent adherence to defined standards
 - Tools that optimize how IT initiatives are defined, managed, and delivered (Workflow automation)
 - An optimized governance model framework in support of ISD customers
 - A scalable enterprise level portfolio management process that facilitates continued use and enhancement of ISD technology products and services
 - An executable operational plan with all methods, processes, and tools necessary to extend and mature the ISD PMO with an integrated governance and portfolio management process.

VI. Project Scope

The successful Vendor will work with contributors from the ISD to extend and mature the PMO, optimize current IT governance practice, and develop a new enterprise portfolio management process.

Background, goals, broad strategies, and other information are provided in Section XII (Appendix C). Additional information may be found at <http://www.courts.wa.gov>.

VII. Deliverables

A. Deliverable #1 – Project Plan and Schedule

1. Description

The Vendor will provide a Project Plan that defines many of the individual plans that are needed to successfully complete the project. This document will serve to capture the various planning components of the project while minimizing any redundancy with standalone documents.

The Vendor must include a detailed work plan outlining all activities associated with this engagement from inception to conclusion. As part of delivering the work plan, there should also be a proposed schedule for extending and maturing the PMO, optimizing IT Governance, and developing a new Enterprise Portfolio Management Process.

Deliverable must address the following:

- Organizing the work
- Risk management
- Managing timelines
- Resource allocation
- Quality assurance
- Issue resolution procedures
- Deliverable acceptance

Expected work products/activities include, but are not limited to:

- Work Breakdown Structure
 - Schedule of tasks and activities
 - Resource requirements
 - Milestones
 - Interdependencies

B. Deliverable #2 – Discovery and Analysis

2. Description

The Vendor will assess and evaluate current ISD methods, process, and tools, to define, manage, and deliver IT projects. The Vendor will analyze the potential opportunities and barriers of the current organization to execute those methods, process, and tools. The Vendor will identify, analyze, and provide a gap analysis between IT initiative planning and IT service delivery.

The Vendor will provide a thorough description of the gaps in the current landscape, including but not limited to any missing standards, incomplete or inadequate processes; draw conclusions and assess findings for proposing optimal alignment of industry best practices in support of having a robust and effective project management practice.

Artifacts may include:

- Strategic Plans
- Methodology and Process
- Functional specifications
- Automation and Workflows
- Governance Framework
- Portfolio Management Process

C. Deliverable #3 – Findings and Recommendations

3. Description

The Vendor will provide and present finalized strategies, tactical approaches, and timeline to execute a cohesive and fully operational PMO with an optimized IT Governance Framework, enhanced automation and Enterprise Portfolio Management Process.

The Vendor will present detailed recommendations on targets of opportunity for change, optimization, or development to, define, manage, and deliver technology products and services consistently with necessary methods, process, and tools to support and ensure IT goals are sustainable and successful.

Deliverable must address in detail the procurement goals outlined in Section V:

- Deliver actionable recommendations, solutions, and artifacts in support of:
 - An expanded and mature PMO
 - An enhanced automated tool suite
 - An optimized governance model framework
 - A scalable enterprise level portfolio management process that facilitates continued use and enhancement of ISD technology products and services
 - An executable operational plan that delivers on all targeted requirements

Expected work products/activities include, but are not limited to:

- Executive level briefings and presentations.
- Summary and detail documentation outlining work completed to achieve procurement goals, alignment of work activities with industry best practices, and how the recommended moving forward approach strategies and tactics (plans) align with meeting the ISD's definition of success as depicted in Section II.

D. Deliverable #4 – Option to Execute

4. Description

The ISD will, based on the outcomes from Deliverable #3, make final decisions to proceed with all or portions of the finalized recommendations that satisfy success criteria and procurement goals.

A decision leading to execute the option for implementation and delivery may lead to extension of the existing contract (current engagement) at the time and/or another round of one or more procurements.

Expected work products/activities include, but are not limited to:

- Operational plan execution as outlined and approved.

VIII. Deliverable Acceptance Criteria

- Criteria #1 – Overall approach, work plan, and proposed schedule have been reviewed, assessed, and approved by ISD Project Manager and PMO.
- Criteria #2 – Discovery and analysis incorporates approved requirements, includes expected work products as defined in this procurement, as referenced in Deliverable #1 with clear evidence of alignment with industry-tested best practices, and has been reviewed and approved for readiness by ISD Project Manager and PMO.
- Criteria #3 – Findings and Recommendations developed, delivered, and presented as outlined by finalized statement of work and is approved and accepted by ISD Project Manager, PMO, and AOC Senior Management.
- Criteria #4 – Delivery and execution of plans and framework according to approved approach, work plan, and schedule created to conform to findings and approved design and deliverables in support of expanding and maturing project management practices, IT governance, Enterprise Portfolio which have been completed and approved by ISD Project Manager, PMO, and AOC Senior Management.

IX. Period of Performance

The period of performance for this engagement shall begin on 01/14/09 and shall end on 06/30/09.

X. Cost Proposal

Vendors are required to submit a cost proposal, under separate cover, based on the instructions, requirements, and worksheets discussed in the following sections:

A. Pricing Instructions

The Vendor must submit information detailing the proposed pricing of the Professional Services. The AOC reserves the right to review all aspects of the cost proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from the Vendor's proposal, industry norms, or in areas where detailed pricing is required.

The AOC reserves the right to offer finalists a chance to submit a best and final offer. Vendors may be asked to propose additional discounts, benefits, cost reductions, or savings that were not previously presented in the Vendor's response. Selected Vendors are not required to submit a best and final offer and may submit a written response notifying the AOC that their response remains as originally submitted.

The Vendor must submit the cost proposal in a separate section. Vendors may submit additional pricing information as an appendix to their cost proposal.

B. Cost Categories

The Vendor must provide pricing proposals using the cost categories outlined below. The Vendor must provide the necessary detail within each cost category as required to properly document their proposed price. The cost category details shall conform to the technical proposal, as to allow the evaluator a means of cross-walking pricing detail to the service or product being provided.

The Vendor must provide its cost proposal in the most discrete categories possible, in order to allow the AOC the ability to complete a comparative analysis of proposals, and to better enable the AOC to evaluate options for phasing in various components of the proposed solution. The AOC understands that Vendors may not be able to break out costs by individual requirements.

The cost elements are as follows:

1. Professional Services

- The Vendor must complete a pricing matrix (**Appendix B – Pricing Matrix**) for providing the Professional Services as described in Section V. Prices quoted must remain fixed for the duration of the contract executed as a result of this RFP. Cost proposals must itemize the basis for the pricing of services. The AOC will negotiate with the successful Vendor regarding reimbursement for actual out-of-pocket travel and living expenses.
- The AOC intends to enter into a Deliverables-Based contract for the Professional Services described in this RFP. The Vendor must propose cost on a per deliverable basis.
- Deliverables must be tied to milestones as described in the Vendor's Proposed Project Plan.

2. Project Costs

Project costs must be categorized based on the milestones or tasks accomplished as presented in the Vendor's implementation plan.

C. Proposed Price

Vendors should provide a pricing worksheet. If Vendor identifies additional cost categories, include those additional cost categories with the appropriate explanation.

D. Payment Schedule

The Vendor must propose a payment schedule. This payment schedule must be linked to milestone deliverables included in the proposed implementation plan. It is expected proposed payments will be commensurate with the products or services provided.

XI. RFP Administration and Instructions to Vendors

A. RFP Coordinator

Upon release of this RFP, all Vendor communications concerning this acquisition must be directed to the RFP Coordinator listed on page 4 of this document. Unauthorized contact regarding this RFP with other AOC employees may result in disqualification. Contact is considered authorized only if the Vendor is referred to another AOC employee by the RFP Coordinator. Any oral communications will be considered unofficial and non-binding on AOC. Only written statements issued by the RFP Coordinator may be relied upon.

B. RFP Questions

Specific questions concerning the RFP must be submitted to the RFP Coordinator by e-mail no later than the listed date in the RFP Schedule. Questions will not be accepted beyond this date. Responses will be posted at <http://www.courts.wa.gov/procure/>. Oral responses given to any questions are to be considered preliminary and non-binding. Only written responses to questions will be considered official.

C. Proposal Response Date and Location

The Vendor's Proposal, in its entirety, must be received by the RFP Coordinator in Olympia, Washington, in accordance with the schedule contained on page 4 of this RFP. Vendors assume the risk of the method of dispatch chosen. Responses may be delivered by mail, courier, hand-delivery, or e-mail.

D. Proposal Format

Vendors must submit their Proposals electronically. Proposals must be reproducible upon receipt by AOC on standard 8-1/2 by 11 inch paper.

For hard copy proposals that are mailed or hand delivered, submit one binder with Vendor's name and, in addition, include one soft copy in Microsoft Word or Excel 2003 compatible file format, if appropriate, on a portable media or electronic readable media (Compact Disc [CD-ROM] or 3.5" diskette), with a label on the CD or diskette identifying your name and RFP #09-04.

E. Proposal Requirements and Content

See Appendix A.

F. Costs of Preparing Proposals

The AOC will not pay any Vendor costs associated with preparing Proposals submitted in response to this RFP.

G.

H. Proposals Property of the AOC

All Proposals, accompanying documentation and other materials submitted in response to this RFP shall become the property of the AOC and will not be returned.

I. Acceptance of RFP Terms

A Proposal submitted in response to this RFP shall be considered a binding offer. Acknowledgement of this condition shall be indicated in a letter of submittal (see Appendix A). A Vendor must clearly identify and thoroughly explain any variations between its Proposal and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

J. Contract

The AOC intends to enter into one master agreement for the services described in this RFP. For joint proposals, the AOC will contract with the Professional Services Provider, and the Professional Services Provider will enter into a subsequent agreement with the 3rd party service provider.

After acceptance of Deliverable #3, the AOC will make a final determination on the course(s) of action, which may include proceeding with Deliverable #4 as outlined in Section VII. AOC reserves the right to continue the engagement with the contracted Professional Services provider and/or elect to procure another services provider(s).

K. Insurance (A.K.A. Worker's Compensation)

The successful Vendor shall maintain in full force and effect, the insurance described in this section. The Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best Reports. In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Vendor shall provide written notice of such to the AOC within one (1) business day of Vendor's receipt of such notice. Failure to buy and maintain the required insurance may, at the AOC's sole option, result in this contract's termination.

The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

1. Commercial General Liability

Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate.

2. Business Automobile Liability

Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident.

3. Employers Liability

Employers Liability Insurance covering the risks of Vendor's employees' bodily injury by accident or disease with limits of not less than \$1 million per employee for bodily injury by accident and \$1 million per employee for bodily injury by disease.

4. Umbrella Policy

Umbrella Policy providing excess limits over the primary policies in an amount not less than \$3 million.

5. Professional Liability Errors and Omissions

Professional Liability Errors and Omissions, with a deductible not to exceed \$25,000 and coverage of not less than \$1 million per occurrence/\$2 million general aggregate.

6. Crime Coverage

Crime Coverage with a deductible not to exceed \$1 million, conditioned, and coverage of not less than \$5 million single limit per occurrence and \$10 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty.

7. Industrial Insurance Coverage

Prior to performing work under this contract, Vendor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. The AOC will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Vendor, or any Subcontractor or employee of Vendor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract.

Note:

For Professional Liability Errors and Omissions coverage and Crime Coverage, Vendor shall: (i) continue such coverage for six (6) years beyond the expiration or termination of this contract, naming the AOC as an additional insured and providing the AOC with certificates of insurance on an annual basis; (ii) within thirty (30) days of execution of this contract provide for the AOC's benefit an irrevocable stand-by letter of credit, or other financial assurance acceptable to the AOC, in the amount of \$1 million, during the initial and any subsequent terms of this contract and for six (6) years beyond the expiration or termination of this contract to pay for any premiums to continue such claims-made policies, or available tails, whichever is appropriate, at the AOC's sole option, in the event the Vendor fails to do so. In addition, such irrevocable stand-by letter of credit shall provide for payment of any policy and the Crime Coverage under the same terms and conditions of such policy as though there were no deductible. "Irrevocable stand-by letter of credit," as used in this contract, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the AOC (the beneficiary) of a written demand therefore.

Vendor shall pay premiums on all insurance policies. Such insurance policies shall name the AOC as an additional insured on all general liability, automobile liability, and umbrella policies. Such policies shall reference the contract number as entered into between the Vendor and the AOC and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall be given to the AOC by the insurer.

All insurance provided by Vendor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state and shall include a severability of interest (cross-liability) provision.

Vendor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Vendor's liability or responsibility.

Vendor shall furnish to the AOC copies of certificates of all required insurance within thirty (30) calendar days of Contract's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) calendar days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the AOC's sole option, result in this contract's termination.

By requiring insurance herein, the AOC does not represent that coverage and limits will be adequate to protect Vendor. Such coverage and limits shall not limit Vendor's liability under the indemnities and reimbursements granted to the AOC in this contract.

L. Contract Amendment

Additional services that are appropriate to the scope of this RFP, as determined by the AOC, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

M. RFP Amendments

The AOC reserves the right, at any time before execution of a contract, to amend all or a portion of this RFP. Amendments will be posted on the AOC Procurement Website. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling.

N. Proprietary Information/Public Disclosure

Any information contained in the Proposal that is considered proprietary and exempt from disclosure under the Washington State Public Disclosure Act, [chapter 42.56 RCW](#), by the Vendor must be clearly designated. Each page must be identified by the word "confidential" printed in the lower right hand corner of the page and the particular exception from disclosure upon which the Vendor is making the claim shall be referenced below the word "confidential." **Marking of the entire Proposal as proprietary will be neither accepted nor honored.** If a request is made to view or obtain a copy of a Vendor's Proposal, the AOC will comply with applicable public disclosure requirements. If any information in the Proposal is marked as proprietary, the affected Vendor will be given an opportunity to seek an injunction or restraining order against the requested disclosure.

O. RFP Amendments/Cancellation/Reissue/Reopen

The AOC reserves the right to change the RFP Schedule or issue amendments to this RFP at any time. The AOC also reserves the right to cancel or reissue the RFP.

P. Minor Administrative Irregularities

The AOC reserves the right to waive minor administrative irregularities contained in any response.

Q. No Obligation to Enter a Contract

The release of this RFP does not compel the AOC to enter into any contract.

The AOC reserves the right to refrain from contracting with any Vendor that has responded to this RFP, whether or not the Vendor's Proposal has been evaluated and whether or not the Vendor has been determined to be qualified. Exercise of this reserved right does not affect the AOC's right to contract with any other Vendor.

The AOC reserves the right to request an interview with any Vendor who is a prospective contractor prior to entering a contract with that Vendor. If a Vendor declines the request for an interview for any reason, the Vendor will be eliminated from further consideration.

R. Multiple Contracts

The AOC reserves the right to enter contracts with more than one Vendor as a result of this RFP.

S. Advance Payment

The AOC will not make advanced payment for services being procured under this solicitation. Therefore, the Vendor should anticipate payment at the end rather than the beginning of the invoice period in which it submits any services for which payment is due. Invoices should be submitted no more often than monthly.

T. Submission of Proposals

Proposals must be prepared and submitted no later than the proposal submission date and time specified in the Procurement Schedule. The proposal is to be sent to the RFP Coordinator, either by e-mail, mail, or hand-delivery, at the address specified on Page 4 of this RFP.

The Vendor should allow sufficient time to ensure timely receipt by the RFP Coordinator. The Vendor assumes the risk for the method of delivery and for any delay in the mailing or delivery of the Vendor's proposal.

The AOC will disqualify any proposal and withdraw it from consideration if it is received after the proposal submission due date and time. All proposals and any accompanying documentation become the property of the AOC and will not be returned.

U. Non-responsive Proposals

All proposals will be reviewed by the RFP Coordinator to determine compliance with the administrative requirements and instructions specified in this RFP. The AOC may reject or withdraw a proposal at any time as non-responsive for any of the following reasons:

- Incomplete proposal.
- Submission of alternative proposals.
- Failure to meet the Minimum Qualifications as outlined in Section IV of this RFP.
- Submission of incorrect, misleading, or false information.

V. Joint Proposals

The AOC will enter into one master contract for the goods and services being procured under this RFP. If you submit a joint proposal, with one or more other Vendors, you must agree to designate the Professional Services Provider as the prime Vendor. The prime Vendor will be the AOC's sole point of contact, will sign the contract and any amendments, and will bear sole responsibility for performance under the contract.

W. Withdrawal of Proposals

After a Proposal has been submitted, Vendors may withdraw a proposal at any time up to the proposal submission date and time specified in the Procurement Schedule. A written request signed by an authorized representative of the Vendor must be submitted to the RFP Coordinator. After withdrawing a previously submitted proposal, the Vendor may submit another proposal at any time up to the proposal submission date and time.

X. RFP Evaluation

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this procurement and any amendments issued. The evaluation will be performed in the following phases:

1. Phase 1 – Qualification Review

Each Proposal will first be screened to determine if the Vendor meets the minimum qualifications and complied with the pertinent instructions found in the RFP document. If the Vendor's proposal is incomplete or the response is not organized as requested, the AOC may, at any time, consider your proposal non-responsive and withdraw it from consideration. Proposals that comply with the pertinent instructions and meet the minimum qualifications will move to Phase 2 in the evaluation process for assessment and scoring.

The RFP Coordinator or designee will review the following and then forward the proposal to the project manager and the evaluation team for review, evaluation, assessment and scoring:

- The Minimum Qualifications of the Vendor to provide the required services based on the Vendor's response to Section 4 of the RFP.
- Appendix A, Section 1 – Submittal Letter.
- Professional Services.
- Cost Proposal.
- Reference Checks.

2. Phase 2 – Assessment and Scoring

The following weighting will be assigned to the Proposal for evaluation purposes:

Professional Services 70%
Consists of evaluating the Vendor's overall proposal, personnel, company management, project management practices, references, and financial stability.

Cost Proposal for Phase 1 30%

References [top-scoring Proposal(s) only] Pass/Fail

References will be contacted for the top-scoring Proposal(s) only and will then be scored on a pass/fail basis.

Your sub-total score for the written Proposal will be the average of the scores of the evaluators who review your written Proposal. Your final total Proposal score will be the average points awarded for your written Proposal, plus the response for references.

Y. Post Evaluation

1. **Notification of Apparently Successful Vendor(s)**
The Apparently Successful Vendor and the Apparently Unsuccessful Vendors will be notified via e-mail.

2. **Debriefing of Unsuccessful Vendors**

Vendors who submitted responses that were not selected will be given the opportunity for a debriefing conference. A request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the notification to Unsuccessful Vendors is e-mailed to Vendors. The debriefing must be held within five (5) business days of the request.

Discussion at the debriefing conference will be limited to the following:

1. Evaluation and scoring of your Proposal.
2. Critique of your Proposal based on evaluators' comments.
3. Review of your final score in comparison with other Vendors' final scores without identifying the Vendors.

3. **Protest Procedures**

In order to submit a protest under this RFP, a Vendor must have submitted a Proposal for this RFP, and have requested and participated in a debriefing conference. Vendors submitting a protest to this procurement shall follow the procedures described herein or their protest shall not be considered. This protest procedure constitutes the sole administrative remedy available to the Vendor under this procurement.

Grounds for Protest

A protest may be made based on these grounds only:

- Arithmetic errors were made by the AOC in computing the score.

- The AOC failed to follow the procedures established in this RFP document, or to follow applicable state or federal laws or regulations.
- Bias, discrimination, or conflict of interest on the part of the evaluator.

Only protests stipulating an issue of fact concerning a matter of bias, discrimination, a conflict of interest, or non-compliance with procedures described in the procurement document shall be considered. Protests not based on procedural matters will be rejected.

Protest Form and Content

A protest must state all the facts and arguments upon which the protest is based, and/or the ground for your protest. It must be in writing and signed by a person authorized to bind the Vendor to a contractual relationship. At a minimum, the protest must include:

- The name of the protesting Vendor, mailing address and phone number, and the name of the individual responsible for submission of the protest.
- The RFP number and name of the issuing agency.
- A detailed and complete statement of the specific action(s) by the AOC under protest.
- The grounds for the protest.
- Description of the relief or corrective action requested.

You may attach to your protest any documentation you offer to support your protest.

Submitting a Protest

The protest must be in writing and must be signed. You must mail or hand-deliver your protest to the RFP Coordinator. Protests may not be submitted by fax or e-mail. The AOC must receive the written protest within five (5) business days after the debriefing conference.

In the event a protest may affect the interest of any other Vendor, such Vendor(s) will be given the opportunity to submit their views and any relevant information on the protest to the RFP Coordinator.

Protest Process

The RFP Coordinator will forward the protest to the AOC-designated Protest Coordinator along with copies of the following:

- This RFP and any amendments.
- The proposal.
- The evaluators' scoring sheets.
- Any other documentation showing evaluation and scoring, or the proposal.

Upon receipt of a protest, a protest review will be held by the AOC to review the procurement process utilized. This is not a review of responses submitted or the evaluation scores received. The review is to ensure that procedures described in the procurement document were followed, all requirements were met, and all Vendors were treated equally and fairly.

The AOC will follow these procedures in reviewing the protest:

- The AOC will conduct an objective review of the protest, based on the contents of the written protest and the above materials provided by the RFP Coordinator.
- The AOC will send the protesting Vendor a written decision within five (5) business days after receiving the protest, unless more time is required to review the protest and make a determination. The protesting Vendor will be notified by the RFP Coordinator if additional time is necessary.

The AOC will make a final determination of your protest and will either:

1. Find that your protest lacks merit and uphold the AOC's actions;
2. Find that any errors in the RFP process or in the AOC's conduct did not influence the outcome of the RFP, and uphold the AOC's actions; or
3. Find merit in the protest and provide options for corrective action by the AOC which may include:
 - That the AOC correct any errors and re-evaluate all proposals affected by its determination of the protest;
 - That the AOC reissue the RFP document; or
 - That the AOC make other findings and take such action as may be appropriate.

Protests shall not be accepted prior to selection of the apparent successful Vendor. Protests must be received within five (5) business days from the date of the notification of the Unsuccessful Vendor's Debriefing Conference. The Administrator or assigned delegate will then consider all the information available to her/him and render a written decision within five (5) business days of receipt of the protest, unless additional time is required. If additional time is required, the protesting party will be notified of the delay.

XII. Execution of the Contract

A. Generally

The Apparently Successful Vendor will be expected to sign a contract with the AOC and any subsequent amendments that may be required to address specific work or services as needed.

The AOC reserves the right to negotiate the specific wording of the Statement of Work, based on the requirements of this RFP and the terms of the proposal.

If the Vendor fails or refuses to sign the contract or any subsequent amendment within five (5) business days of delivery, the AOC may elect to cancel the award and may award the contract to the next highest-ranked finalist.

Any subcontracts necessary to perform the contract shall be subject to the prior written approval of the AOC.

B. General Terms and Conditions

The Vendor selected will be expected to enter into a contract with the AOC which will contain special terms and conditions related to this RFP and general terms and conditions. The Special Terms and Conditions will be based on the services to be provided as described in this RFP. **In no event is a Vendor to submit its own standard contract terms and conditions as a response to this RFP.** The general terms and conditions are attached as Appendix D.

C. Criminal Background Check

As a requirement of the contract, the AOC may complete background investigations of the Vendor and any employee, assistant, agent, or subcontractor of the Vendor completing work under the contract. Such an investigation may include, but not be limited to, fingerprinting and criminal history records checks. The Vendor and will agree to cooperate fully with the AOC in completion of this requirement. Results of the investigation and/or failure of the Vendor and any employee, assistant, agent, or subcontractor of the Vendor completing work under the contract to cooperate fully may be grounds for termination of the contract.

D. Confidentiality Agreements

The Vendor may have access confidential and/or propriety information during the period of performance. Vendor will sign a confidentiality agreement safeguarding such information.

XIII. Appendices

Appendix A – Vendor Response Checklist

- Submittal Letter
- Response to Deliverables
- Cost Proposal
- References

Appendix B – Pricing Matrix

Appendix C – Reference Artifacts

- ISD Strategic Planning V3.2
- ISD PMO Framework Strategy Overview
- JIS Roadmap Status Update (Final – 032406)
- JISC Portfolio Policy
- JIS Customer and Services Profile
- ISD PMO Starter Kit – Functional Specification

Appendix D – General Terms and Conditions